

CONTRACTUAL AGREEMENT

BETWEEN

THE GREENWICH TOWNSHIP BOARD OF EDUCATION

AND

THE CAFETERIA SUPPORT STAFF OF

THE GREENWICH TOWNSHIP EDUCATION ASSOCIATION

JULY 1, 2007 TO JUNE 30, 2010

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## GREENWICH TOWNSHIP BOARD OF EDUCATION

Mr. Frank Minniti, President  
Mrs. Robyn Glocker-Hammond, Vice President  
Mrs. Susan Vernacchio, Member  
Mr. James Sorbello, Member  
Mr. Frederick Reel, Member  
Mr. Michael Myers, Member  
Mr. Patrick Lani, Jr., Member

## ADMINISTRATIVE STAFF

Dr. Francine Marteski, Superintendent  
Mrs. Susan McAlary, Principal, Broad Street School  
Mrs. Suzanne Gibson, Principal, Nehaunsey Middle School  
Mr. Scott Campbell, Business Administrator/Board Secretary  
Mr. Robert Harris, Supervisor, Special Services  
Mrs. Alisa Whitcraft, Curriculum Supervisor

## BOARD SOLICITOR

Mr. Armando V. Riccio, Esquire

## NEGOTIATIONS COMMITTEE

Mrs. Robyn Glocker-Hammond, Chairperson  
Mrs. Susan Vernacchio  
Mr. Michael Myers

## GREENWICH TOWNSHIP EDUCATION ASSOCIATION

Ms. Joann Parker, President  
Mrs. Jennifer Ellick, Vice President  
Mrs. Terry DiSanto, Secretary  
Mrs. Michele Burgess, Treasurer

## NEGOTIATIONS COMMITTEE

Ms. Joann Parker, Chairperson  
Mrs. Jennifer Ellick  
Mr. Michael Beukers  
Mrs. Terry DiSanto  
Mrs. Michele Burgess

## ARTICLE I - PREAMBLE

This Agreement, entered into by and between the Greenwich Township Board of Education, hereinafter called the "Board," and the Cafeteria Support Staff of the Greenwich Township Education Association, hereinafter called the "Support Staff", represents and incorporates the complete and final understandings of all topics that were or could have been the subject of negotiations. The parties are bound only by the expressed language of this Agreement.

## ARTICLE II - DURATION OF AGREEMENT

- A. This Agreement shall be effective July 1, 2007, and terminate June 30, 2010, provided that no successor Agreement has been adopted by that time, the terms of This Agreement shall remain in force until a new Agreement is ratified.
  - 1. Upon ratification, any and all benefits of the new agreement will be instituted retroactively to the date the agreement became effective.
- B. This Agreement may be amended by mutual consent through an instrument in writing duly executed by both parties. Any amendment made thereto shall be binding on both parties from its agreed effective date.

## ARTICLE III - RECOGNITION

- A. The Board hereby recognizes the Greenwich Township Education Association as the exclusive representative for the purposes of negotiations as defined in Chapter 123, New Jersey Public Laws of 1974, for all full-time representative Cafeteria employees of the Board. The definition for a full time cafeteria employee is any cafeteria worker who works seven (7) or more consecutive hours daily for the 176 work days within the school year.
- B. But excluding: Supervisory personnel; confidential employees, including secretary to the Superintendent and personnel working directly in the Business Office; teachers; bus drivers; secretarial/clerical employees, classroom and other aides; and substitute, part-time hourly and/or summer employees.
- C. The provisions of the Agreement shall be applied to all employees covered by it without discrimination on account of age, sex, race, color, creed, or national origin.

D. Unless otherwise indicated, the term "employee (s)," when used hereafter in this Agreement, shall refer to all Cafeteria Staff employees represented by the Association in the negotiations unit, as above defined. All references to employee include male and female employees.

## ARTICLE IV – NEGOTIATIONS

Both the Cafeteria Support Staff and the Board retain the right to approve or reject any tentative agreement reached by their respective committees. Any such tentative agreements in part or whole, reached by their committees are binding only after being reduced to writing, ratified by the Cafeteria Support Staff, adopted by the Board and signed by representatives of the Cafeteria Support Staff and the Board.

## ARTICLE V - ASSOCIATION RIGHTS

A. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, reasonable information which may be necessary for the Association to process any grievance or complaint.

B. Representatives of the Association, and the New Jersey Education Association shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operation. Permission of the Superintendent or his designee shall be required. Such permission shall not be withheld unreasonably.

C. The Association and its representative shall have the right to use school buildings at reasonable hours for meetings. Permission of the Superintendent or his designee shall be required. Such permission shall not be withheld unreasonably.

D. The Association shall have access to use school facilities and equipment, including typewriters, duplicating equipment, calculating machines, computers, peripherals, and all types of audio-visual equipment at reasonable times, and when such equipment is not otherwise in use. No equipment shall be removed from school property without approval by the Superintendent, building Principal, or designee. The Association will pay for any damage incurred, loss or theft of borrowed property. Permission of the building Principal or his designee shall be required. Such permission shall not be withheld unreasonably.

E. The annual dues figures are to be given to the Business Office no later than September 1 of each year in order for the deductions to start with the September payroll.

F. The Association shall refrain from using school equipment and supplies for demonstration or job action.

G. Representation Fee:

1. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

3. Deduction and Transmission of Fee.

a. Notification

On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year, the Association shall notify the Board of Education as to the names of those employees who are required to pay representation fee.

b. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section G-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

c. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation

fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck to said employee during the membership year in question.

d. Mechanics

Except as otherwise provided in this Article, the mechanics for transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular dues in the Association.

e. Changes

The Association will notify the Board in writing of any changes in the list provided for in Section G-1 above and/or the amount of the representation fee, and such changes will be reflected in and deductions made no more than ten (10) days after the board received said notice.

4. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any changes in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.

## ARTICLE VI - MANAGEMENT RIGHTS

A. The Board reserves to itself sole jurisdiction and authority over matters of Policy and retains the right subject only to the limitations imposed by the language of this Agreement to:

1. Direct employees of the school district;
2. Hire, promote, transfer, assign, and retain employees in positions within the school district;
3. Suspend, demote, discharge, or take other disciplinary action against employees, or to relieve employees of duty because of lack of work or for other legitimate reasons;

4. Maintain efficiency of the school district operations and determine the methods, means and personnel by which such operations are to be conducted; and
5. Take whatever actions may be necessary to carry out the mission of the school district in emergency situations.

B. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

C. Any criticism of Administration or the Board shall be made in confidence and not in the presence of students, parents, teachers, or at school functions.

## ARTICLE VII - EMPLOYEE RIGHTS

- A. The Board and Association hereby agree that employees have the right to freely organize, join, and support the Association, its activities, and affiliates for the purpose of engaging in collective negotiations. The Board further agrees that it shall not directly or indirectly discourage or deprive or coerce any employees in the enjoyment of these rights.
- B. Whenever any employee is required to appear formally before the Superintendent, the Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
- C. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- D. Any criticism of an employee's job performance shall be made in confidence and not in the presence of students, parents, other employees, or at public gatherings except to the extent such confidence is contrary to law.

## ARTICLE VIII - EMPLOYMENT

- A. Employees shall be notified of their employment status for the ensuing year by June 1.
- B. Either the employee or the Board may end the employee-employer relationship providing two (2) weeks notification is given and is in compliance with appropriate statutes. However, in the case of a negative criminal history check on a new employee, the BOE may end the relationship immediately.
- C. In the event of any reduction in non-tenured force, seniority and satisfactory performance evaluation shall be the criteria for determining such reduction. Recall shall be based upon the same seniority and satisfactory performance evaluation, i.e., last reduced, first called back.
- D. All new employees except classroom aides shall serve a six (6) month probationary period of employment.
- E. No new employee shall be hired into the system at a higher rate of pay than someone presently employed and covered by the current contract and salary guide with comparable experience and educational background.

## ARTICLE IX - WORK YEAR AND TIME REQUIREMENTS

- A. The normal work day shall be as follows:
  - 1. Kitchen coordinators - seven (7) consecutive hours
  - 2. Cafeteria workers - seven (7) consecutive hours
- B. The normal work day shall include the following:
  - 1. A duty-free lunch break for thirty (30) minutes.
  - 2. One (1) fifteen (15) minute break each working day.
    - a. The times that such breaks can be taken will be identified for the employees.
    - b. The breaks may not be combined nor are they to be taken to extend lunch/dinner break.
    - c. Exceptions may be made by the administration with breaks rescheduled when possible.

3. Work scheduled to extend beyond the normal work day shall be voluntary. However, the Board retains the right to appoint an employee for this purpose, if necessary, provided that such appointments shall be made on rotating basis. All work performed beyond the normal work day shall be compensated at their regular rate of pay.

C. The number of work days for each school year is one hundred seventy-six (176) days.

1. Included in the above are two (2) days without food service to open the cafeterias and two (2) days without food service to close the cafeterias.

D. Substitutes will be provided for all employees if possible.

1. Because of the lack of sufficient substitutes, the Business Office should maintain a reasonable pool of substitutes at all times and shall post an advertisement, if necessary, to accomplish this purpose.

E. A work week will normally be from Monday through Friday including holidays, personal days, etc.

1. An attempt will be made to fill/work all cafeteria positions at all times, except in extreme emergencies.
2. After two years employment, there will be no rotating of positions between schools for learning purposes.

F. In the event there is an opening in the Cafeteria, the person with the highest seniority within the Cafeteria will be given first consideration for the position.

#### ARTICLE X - EVALUATION PROCEDURES

- A. Each employee shall be formally evaluated at least once each year using the appropriate instrument.
- B. An evaluation conference between the employee and the evaluator must be held after a formal evaluation.

- C. At the completion of the evaluation conference, the employee must sign his evaluation report. Such signature shall indicate only that the material has been reviewed.
- D. Within fourteen (14) calendar days of the evaluation conference, the employee may attach a written comment to the evaluation report. Such comment (s) shall become part of the employee's permanent file only if requested by the employee.
- E. An evaluation report may be submitted to the central office, placed in the employee's file or otherwise acted upon only after the employee has had the opportunity to attach his written comments (s) or indicated in writing that no comments (s) will be made.

## ARTICLE XI – LEAVES

- A. Sick Leave
  - 1. Cafeteria Support Staff shall be entitled to twelve (12) days sick leave with pay for each fiscal year (July 1 to June 30).
  - 2. Unused sick leave shall be cumulative.
  - 3. Cafeteria Support Staff who begin employment in the district after the start of the fiscal year (July 1) shall receive one (1) day for every month remaining in the fiscal year, including one (1) day for the month in which employment begins.
  - 4. Each employee covered by this contract shall be apprised of the number of accumulated sick days by October 1, tabulated as of July 1, including the current year.
  - 5. When absence exceeds the annual and accumulated sick leaves, the Board may pay any such person each day's salary less the cost of a replacement for a period not to exceed (30) days. Such payment shall be determined by the Board on a case-by-case basis. A day's salary is 1/176 of the annual salary.
  - 6. Whenever an employee is absent from his post of duty as a result of personal injury caused by an accident arising out of and in the course of his employment, the Board shall pay to such employee the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. In the event there has been a Workman's Compensation Award, the salary paid to the

employee shall be reduced by the amount of compensation in that award.

7. Any member of the Cafeteria Support Staff excluded from work because of contact with a communicable disease in the school system will not have any accumulated sick days deducted (not to exceed sixty [60] days).

B. Death Leave

1. Up to five (5) calendar days shall be granted for a death in the immediate family. This would include mother, father, sister, brother, mother- and father-in-law, wife, husband, children, brother - and sister-in-law, grandparents and grandchildren.
2. One (1) day for any other member of the family shall be granted.

C. Child Rearing Leave

1. All employees who become pregnant or who are adopting a child shall be eligible for child rearing leave.
2. The date of commencement of child rearing leave shall be at the election of the employee with the following provisions:
  - a. The employee shall inform the Board of the intent to take child rearing leave at least sixty (60) calendar days before commencement of such leave.
  - b. Any eligible employee adopting a child may commence the leave upon receiving actual, legal custody of said child.
3. Duration of Child Rearing Leave
  - a. The duration of child rearing leave shall be no less than six (6) months but shall not exceed two (2) consecutive years.
  - b. Notification to extend child rearing leave to a second year or to return the next school year shall be given no less than ninety (90) calendar days prior to the beginning of the second year of leave.
4. No salary shall be paid to any employee on child rearing leave, nor shall any rights or benefits accrued during the period of leave be granted. Existing employee benefits shall be restored to the

employee upon return to full employment. The Board cannot guarantee the employee will return to the position vacated, but will make every effort to do so when in the best interest of the school program.

5. If a pregnancy is terminated before the term of the birth of the child, the employee may apply for termination of leave, allowing at least ninety (90) calendar days for fair notice to the replacement and her own health. Such return must be accompanied by a certificate of physical fitness from her personal physician.

#### D. Personal Leave

1. Each employee shall be granted no more than three (3) days of personal leave of absence with pay per fiscal year, for personal business reasons.
2. Employees who begin employment in the district after the start of the fiscal year (July 1) shall have their personal days pro-rated as follows:
  - a. Three (3) days for those hired between July 1 and October 31.
  - b. Two (2) days for those hired between November 1 and February 29; and
  - c. One (1) day for those hired between March 1 and the end of the fiscal year (June 30).
3. Personal leave days are to be utilized for personal business that cannot be conducted outside the normal work day.
4. Procedures
  - a. An application form for personal leave must be submitted to the Superintendent for approval through the normal chain of command beginning with the immediate supervisor at least four (4) calendar days in advance.
  - b. In cases of extreme emergency, requests may be granted immediately by the immediate supervisor, with the application being submitted through the normal chain of command within two (2) days after the employee's return to work in order to be paid.

5. The unused second and third days of personal leave are accrueable to a maximum of twenty-three (23) days and may be used, with reason provided and Board approval, for the following purposes:
  - a. Extensions of sick leave after annual and accumulated sick leave is exhausted.
  - b. Personal business that cannot be conducted outside the normal work day, after annual personal days are exhausted.
6. Each employee covered by this contract shall be apprised of the number of accumulated personal leave days by October 1, tabulated as of July 1,excluding the current year.

**E. New Jersey Family Leave Act**

1. Leave of absences shall be provided in accordance with the requirements of applicable law, including the Family Medical Leave Act ("FMLA") and/or the New Jersey Family Leave Act ("NJFLA"). In no event shall leave time exceed the time allowed by the FMLA and/or the NJFLA.

**ARTICLE XII - SALARIES, REIMBURSEMENTS AND BENEFITS**

- A. Salaries for all personnel Cafeteria Support Staff shall follow this hourly rate guide: see Attachment A
- B. Increases to above hourly rate guide for:
  1. Kitchen Coordinators will receive an additional \$ 0.75 per hour.
  2. \$0.50 per hour for employees who substitute as Head Cook.
- C. The Board agrees to pay for medical insurance coverage provided by a carrier of its choosing for employees and their families, provided that such coverage shall be equal to or better than the State Health Benefits Plan.
  1. Signed contracts between the Board and the health care carrier shall be attached to this contract as Appendix A.

D. The Board will allow retired employees, at the employees cost, to continue to receive dental and prescription benefits at the group rate. Premiums must be paid at least one month in advance by the retired employee.

E. The Board shall provide the following plans at its expense:

1. Prescription Plan – equal to or better than the State Plan with a co-pay of \$ 15.00 (name brand drugs), \$ 10.00 (generic brand) and increased mail order to two times retail (i.e. \$ 30.00 name brand, \$ 20.00 generic). The employee shall be responsible to pay all co-payments.
  - a. Signed contracts between the Board and the prescription plan carrier shall be attached to this contract as Appendix B.
2. Delta Dental Plan IIA – Family Coverage

Preventive and Diagnostic	Board 100%	Employee 0%
Remaining Basic Care;	Board 70%	Employee 30%
All Other (no orthodontic coverage)	Board 50%	Employee 50%

- a. Signed contracts between the Board and the dental plan carrier shall be attached to this contract as Appendix C.

3. Employee Assistance Program will be provided by the Board of Education.

F. Cafeteria Support Staff shall be paid for unused sick leave upon retirement according to the following schedule:

1. \$ 20.00 per day for the first fifty (50) days.
2. \$ 30.00 per day for days in excess of fifty (50) days.
3. In order to be eligible for this benefit, Cafeteria Support Staff shall have:
  - a. Completed twenty (20) or more years of service in the district.
  - b. Have at least fifty (50) days of accumulated sick leave.

4. There shall be a \$ 3,000.00 maximum payment.
5. Any Cafeteria Support Staff employee planning to retire shall notify the Board prior to December 1 of that school year. Any employee who fails to notify the Board prior to December shall be paid for unused sick leave in the following fiscal year. Retraction of the commitment to retire due to illness, personal tragedy, or unusual circumstances will be considered upon request of the employee.

G. Travel reimbursement for use of personal vehicles for authorized school business shall be at the prevailing IRS rate and Board Policy.

H. Tuition reimbursement

The Board will reimburse eligible employees for tuition expenses paid to accredited schools, colleges and universities, for pre-approved courses, for a maximum of two courses per fiscal year. Such courses must be related to the employee's area of specialization or district need as determined and pre-approved by the Superintendent. To be eligible for tuition reimbursement under this policy an employee must:

- Be a full-time employee;
- Have completed a year of service prior to beginning of the course;
- Receive a grade of "B" or better in the course; and
- Be on the payroll when the course is completed.

The Board will not reimburse employees for courses in which the employee can receive a grade of only "Pass" or "Fail" unless no other grade option is available for the course.

Payment shall be made following receipt of proof of payment and the successful completion of the course to the Superintendent. Books paid for under this article shall become the property of the Board upon purchase and shall be placed in the professional library of the District upon completion of each course.

All employees receiving reimbursement under this program are obligated to remain in the employment of the District for a period of one (1) year from the completion date of the course or to repay the District for each month short of the full year that the employee leaves the employ of the District, calculated on a pro rated basis as described in the tuition reimbursement agreement that is to be signed by each applicant. Tuition reimbursement agreement attached as Appendix D.

I. Uniforms

1. All Cafeteria Support Staff shall wear the following:
  - a. Food Handlers – colored and/or white tops and bottoms.
  - b. Dishwashers - colored pants and shirts.
  - c. Non-skid white or colored shoes.
  - d. Such other protective devices (safety glasses, gloves, head coverings, etc.) as situations warrant.
2. The Board will provide five (5) initial cotton uniforms for the Cafeteria Support Staff the first year of a newly effective contract. In addition, reimbursement for 1.a, 1.b, and 1.c. above shall be:
  - a. In accordance with the requirements of the Internal Revenue Service, the Board shall reimburse each employee up to \$175.00 per year for expenditures the employee makes for clothing, excluding aprons, upon the employee's presentation of a valid receipt for such expenditures.
  - b. Five (5) aprons shall be provided by the Board per fiscal year. It may be possible that staff along with the business administrator will purchase optional uniform accessories (i.e. sweatshirts, sweaters) in lieu of the aprons. The cost of the optional accessory will not exceed the cost of the aprons.
  - c. For a maximum of \$75.00 per year, per person; such shall be granted for white or colored non-skid shoes and shall be granted only upon submission of a receipt. If the cost is below \$ 75.00, reimbursement will be made for the cost as listed on the submitted receipt.
  - d. The Board will reimburse up to a maximum of \$175.00 per year for mending, repairs, and maintenance of uniforms. Reimbursement shall be granted only upon submission of a receipt. If cost is below \$175.00, reimbursement will be made from the cost as listed on the submitted receipt.
3. Uniforms are to be kept clean by the employee. Frayed excessively worn, or permanently dirtied uniforms, as determined by the administration, shall not be permitted.

## ARTICLE XIII - GRIEVANCES

- A. A "grievance" shall mean a claim that there has been misinterpretation, misapplication, or a violation of Board policy, of this agreement, or of an administrative decision affecting terms and conditions of employment.
- B. A grievance, to be considered under this procedure, must be initiated within thirty (30) calendar days of the time the employee knew or should know of its occurrence.
- C. A grievance may be initiated by an employee or, if affecting a group of employees, the Association may submit such grievance. Resolution of the group grievance must be accepted by every individual in the group and may not be reopened by individuals.
- D. All grievances shall be filed on the District grievance form. This form shall be provided by the Superintendent or his designee after consultation with the Association.
- E. The grievant shall include on the form(s) all pertinent information related to the grievance including the following:
  - 1. The nature of the grievance;
  - 2. The approximate date of the alleged occurrence;
  - 3. Citation of the portion of the contract allegedly misapplied, misunderstood, or violated, if appropriate;
  - 4. The nature and extent of injury, loss or inconvenience;
  - 5. The remedy sought.
- F. Any aggrieved person may be represented at all stages above the first level of the grievance procedure by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- G. Time Limits
  - 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievance to proceed to the next step.

2. Failure to file a grievance or to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.
3. By mutual consent of the parties, time limits may be extended.

#### H. Grievance Procedure

1. Level One: Within thirty (30) calendar days of this occurrence or knowledge of its occurrence, any employee has a grievance shall discuss the matter with his immediate supervisor in an attempt to resolve the matter informally.
2. Level Two: If the matter is not resolved, the grievant may set forth his grievance in writing to the appropriate administrator on the approved grievance form.
  - a. This appeal must be filed within seven (7) calendar days after the informal meeting.
  - b. The administrator shall communicate his decision to the grievant in writing within seven (7) calendar days after receipt of their written grievance.
3. Level 3: If the grievance is not satisfied with the administrator's decision, a written appeal on the appropriate form may be filed with the Superintendent.
  - a. This appeal must be filed within seven (7) calendar days after receipt of the administrator's decision.
  - b. The Superintendent shall issue a written decision within seven (7) calendar days after receipt of the appeal.
4. Level Four: If the grievant is not satisfied with the Superintendent's decision, a written appeal on the appropriate form may be filed with the Board no later than seven (7) calendar days after receipt of the Superintendent's decision.
  - a. This appeal shall be made through the Superintendent who shall attach all related papers and forward the request to the Board within seven (7) calendar days after receipt of the appeal.
  - b. The Board shall review the grievances and shall, at its option

or at the request of the grievant, hold a hearing.

- c. The Board shall issue a written decision within thirty-five (35) calendar days after receipt of the grievance by the Board.
5. If the decision of the Board does not resolve the dispute and the grievance concerns the interpretation, application, or alleged violation of this Agreement, and is not excluded by the provisions of Section I (following), the Association, no later than seven (7) calendar days after receipt of the Board's decision may notify the Board, through the Superintendent, that it wishes to appeal the matter to arbitration.

#### I. Limits on Arbitration

The decision of the Board in the following matters shall be final and shall not be subject to arbitration.

1. Any matter arising out of an alleged violation of statute or of any statute referred to in this contract.
2. Any rules or regulations of the State Board of Education.
3. Policies of the Board of Education or administrative decisions.
4. Any matter, which according to law, is either beyond the scope of Board authority or limited to action by the Board alone.
5. A complaint of any employee which arises by reason of not being re-employed.
6. Any provision of this Agreement that is contingent upon the approval of the Administration or the Board of Education, if reasons are given for the failure to approve a request.

#### J. Arbitration

1. Within seven (7) calendar days after the notice to the Board, the Association shall request a roster of persons qualified to serve as an arbitrator from the American Arbitration Association.
  - a. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list within ten (10) days, the Association will request the American Arbitration Association to submit a second roster of names.

- b. If the parties are unable to determine a mutually satisfactory arbitrator within ten (10) calendar days after receipt of the second roster of names, the American Arbitration Association may be requested by either party to designate an arbitrator.
- 2. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which violates, adds, subtracts, or modifies the terms of this Agreement.
- 3. The decision of the arbitrator shall be binding.
- 4. The cost of the arbitrator shall be shared equally by the parties.

**K. Miscellaneous**

- 1. These proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure. All meetings and hearings shall not be conducted in public, and shall include only such parties concerned or their designated representative(s) unless required by the Sunshine Legislation of the State of New Jersey.
- 2. A grievant shall, during the pending of any grievance, continue to observe all assignments and all applicable rules and regulations of employment with the Board.

**ARTICLE XIV - MISCELLANEOUS PROVISIONS**

- A. The commercial cost of printing this Agreement shall be shared by the parties and a copy of this Agreement shall be presented to all Cafeteria Support Staff within a reasonable amount of time after receipt from the printer.
- B. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by rules and regulations or an appropriate administrative agency, such invalidation of such part or provisions of this agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision (s) of this Agreement, either party may do so by telegram or registered letter to the following address:

Greenwich Township School District  
Nehaunsey Middle School  
415 Swedesboro Road  
Gibbstown, New Jersey 08027-1199.

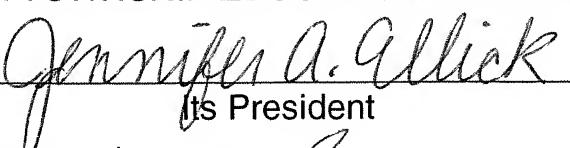
In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seal to be placed hereon, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

GREENWICH TOWNSHIP BOARD OF EDUCATION

By  \_\_\_\_\_  
Its President

By  \_\_\_\_\_  
Its Secretary

GREENWICH TOWNSHIP EDUCATION ASSOCIATION, INC.

By  \_\_\_\_\_  
Its President

By  \_\_\_\_\_  
Its Secretary

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**BASE YEAR**  
**2006-07 Caf**

**Salary Guide**

Step	Caf	B
1	12.86	12.86
2	13.06	13.06
3	13.26	13.26
4	13.46	13.46
5	14.15	14.15
6	14.84	14.84
7	15.53	15.53
8	16.22	16.22
9	16.91	16.91
10	17.60	17.60
11	18.29	18.29
12	19.12	19.12

**Staff**

Step	Caf	B	Total	Percent
1	2,464.00		2,464	28.57%
2		-	-	-
3		-	-	-
4	1,232.00		1,232	14.29%
5		-	-	-
6		-	-	-
7		-	-	-
8		-	-	-
9		-	-	-
10		-	-	-
11		-	-	-
12	4,928.00		4,928	57.14%
<b>Totals</b>	<b>8,624</b>	<b>-</b>	<b>8,624</b>	<b>100.00%</b>
<b>Percent</b>	<b>100.00%</b>	<b>-</b>		

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**BASE YEAR**  
2006-07      Caf

**Guide Cost**

Step	Caf	B
1	31,687.04	-
2	-	-
3	-	-
4	16,582.72	-
5	-	-
6	-	-
7	-	-
8	-	-
9	-	-
10	-	0.75
11	-	1,232
12	94,223.36	924
	<b>Total</b>	142,493
	<b>Average</b>	17
	<b>1%</b>	1,425
		143,417

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**BASE YEAR**  
**2006-07 Caf**

**Increment Dollars**

Step	Caf	B
1	0.20	0.20
2	0.20	0.20
3	0.20	0.20
4	0.69	0.69
5	0.69	0.69
6	0.69	0.69
7	0.69	0.69
8	0.69	0.69
9	0.69	0.69
10	0.69	0.69
11	0.83	0.83
12	-	-

**Increment Cost**

Step	Caf	B
1	492.80	-
2	-	-
3	-	-
4	850.08	-
5	-	-
6	-	-
7	-	-
8	-	-
9	-	-
10	-	-
11	-	-
12	-	-
	Total	1,343
	% of Base	0.94%

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**BASE YEAR**  
**2006-07 Caf**

**Increments as a Percent**

Step	Caf	B
1	1.56%	1.56%
2	1.53%	1.53%
3	1.51%	1.51%
4	5.13%	5.13%
5	4.88%	4.88%
6	4.65%	4.65%
7	4.44%	4.44%
8	4.25%	4.25%
9	4.08%	4.08%
10	3.92%	3.92%
11	4.54%	4.54%
12	-	-

1  
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**YEAR 1**  
**2007-08 Caf**

<b>Salary Guide</b>	<b>Step</b>	<b>Caf</b>	<b>B</b>	<b>1.0394</b>	<b>4.92%</b>
	1	13.37			
	2	13.57			
	3	13.78			
	4	13.99			
	5	14.71			
	6	15.42			
	7	16.14			
	8	16.86			
	9	17.58			
	10	18.29			
	11	19.01			
	12	19.87			

<b>Staff</b>	<b>Step</b>	<b>Caf</b>	<b>B</b>	<b>Total</b>	<b>Percent</b>
	1			-	-
	2	2,464.00	-	2,464	28.57%
	3	-	-	-	-
	4	-	-	-	-
	5	1,232.00	-	1,232	14.29%
	6	-	-	-	-
	7	-	-	-	-
	8	-	-	-	-
	9	-	-	-	-
	10	-	-	-	-
	11	-	-	-	-
	12	4,928.00	-	4,928	57.14%
	<b>Totals</b>	8,624	-	8,624	100.00%
	<b>Percent</b>	100.00%	-		

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**YEAR 1**  
**2007-08 Caf**

<b>Guide Cost</b>		
<b>Step</b>	<b>Caf</b>	<b>B</b>
1	-	-
2	33,447.73	-
3	-	-
4	-	-
5	18,119.65	-
6	-	-
7	-	-
8	-	-
9	-	-
10	-	-
11	-	-
12	97,935.76	-
	<b>Total</b>	149,503
	<b>2006-07</b>	142,493
	<b>Difference</b>	7,010
	<b>% Increase</b>	4.92%

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**YEAR 1**  
**2007-08 Caf**

**\$ Increase over previous year**

Step	Caf	B
1	0.71	-
2	-	-
3	-	-
4	1.25	-
5	-	-
6	-	-
7	-	-
8	-	-
9	-	-
10	-	-
11	-	-
12	0.75	-

**% Increase over previous year**

Step	Caf	B
1	5.56%	-
2	-	-
3	-	-
4	9.27%	-
5	-	-
6	-	-
7	-	-
8	-	-
9	-	-
10	-	-
11	-	-
12	3.94%	-

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**YEAR 2**  
**2008-09 Caf**

<b>Salary Guide</b>	<b>Step</b>	<b>Caf</b>	<b>B</b>	<b>1.0373</b>
	1	13.90		4.70%
	2	14.10		
	3	14.30		
	4	14.51		
	5	15.26		
	6	16.00		
	7	16.74		
	8	17.49		
	9	18.23		
	10	18.98		
	11	19.72		
	12	20.61		

**Staff**

<b>Step</b>	<b>Caf</b>	<b>B</b>	<b>Total</b>	<b>Percent</b>
1	-	-	-	-
2	-	-	-	-
3	2,464.00	-	2,464	28.57%
4	-	-	-	-
5	-	-	-	-
6	1,232.00	-	1,232	14.29%
7	-	-	-	-
8	-	-	-	-
9	-	-	-	-
10	-	-	-	-
11	-	-	-	-
12	4,928.00	-	4,928	57.14%
<b>Totals</b>	<b>8,624</b>	<b>-</b>	<b>8,624</b>	<b>100.00%</b>
<b>Percent</b>	<b>100.00%</b>	<b>-</b>		

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**YEAR 2**  
**2008-09      Caf**

**Guide Cost**

<b>Step</b>	<b>Caf</b>	<b>B</b>
1	-	-
2	-	-
3	35,226.65	-
4	-	-
5	-	-
6	19,712.05	-
7	-	-
8	-	-
9	-	-
10	-	-
11	-	-
12	#####	-
	<b>Total</b>	156,527
	<b>2007-08</b>	149,503
	<b>Difference</b>	7,024
	<b>% Increase</b>	4.70%

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**YEAR 2**  
**2008-09 Caf**

**\$ Increase over previous year**

Step	Caf	B
1	-	-
2	0.72	-
3	-	-
4	-	-
5	1.29	-
6	-	-
7	-	-
8	-	-
9	-	-
10	-	-
11	-	-
12	0.74	-

**% Increase over previous year**

Step	Caf	B
1	-	#DIV/0!
2	5.32%	#DIV/0!
3	-	#DIV/0!
4	-	#DIV/0!
5	8.79%	#DIV/0!
6	-	#DIV/0!
7	-	#DIV/0!
8	-	#DIV/0!
9	-	#DIV/0!
10	-	#DIV/0!
11	-	#DIV/0!
12	3.73%	#DIV/0!

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**YEAR 3**  
**2009-10 Caf**

<b>Salary Guide</b>	<b>Step</b>	<b>Caf</b>	<b>B</b>	1.0334
	1	14.40		4.30%
	2	14.60		
	3	14.80		
	4	15.00		
	5	15.77		
	6	16.53		
	7	17.30		
	8	18.07		
	9	18.84		
	10	19.61		
	11	20.38		
	12	21.30		

**Staff**

<b>Step</b>	<b>Caf</b>	<b>B</b>	<b>Total</b>	<b>Percent</b>
1	-	-	-	-
2	-	-	-	-
3	-	-	-	-
4	2,464.00	-	2,464	28.57%
5	-	-	-	-
6	-	-	-	-
7	1,232.00	-	1,232	14.29%
8	-	-	-	-
9	-	-	-	-
10	-	-	-	-
11	-	-	-	-
12	4,928.00	-	4,928	57.14%
<b>Totals</b>	<b>8,624</b>	<b>-</b>	<b>8,624</b>	<b>100.00%</b>
<b>Percent</b>	<b>100.00%</b>	<b>-</b>		

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**YEAR 3**  
**2009-10**      *Caf*

Guide Cost		
Step	Caf	B
1	-	-
2	-	-
3	-	-
4	36,952.29	-
5	-	-
6	-	-
7	21,317.57	-
8	-	-
9	-	-
10	-	-
11	-	-
12	#####	-
	<b>Total</b>	163,252
	<b>2008-09</b>	156,527
	<b>Difference</b>	6,724
	<b>% Increase</b>	4.30%

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**YEAR 3**  
**2009-10 Caf**

**Increment Dollars**

Step	Caf	B
1	0.20	-
2	0.20	-
3	0.20	-
4	0.77	-
5	0.77	-
6	0.77	-
7	0.77	-
8	0.77	-
9	0.77	-
10	0.77	-
11	0.92	-
12	-	-

**Increment Cost**

Step	Caf	B
1	-	-
2	-	-
3	-	-
4	1,894.29	-
5	-	-
6	-	-
7	947.14	-
8	-	-
9	-	-
10	-	-
11	-	-
12	-	-
	<b>Total</b>	2,841
	<b>% of Base</b>	1.74%

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**YEAR 3**

2009-10 Caf

**\$ Increase over previous year**

Step	Caf	B
1	-	-
2	-	-
3	0.70	-
4	-	-
5	-	-
6	1.30	-
7	-	-
8	-	-
9	-	-
10	-	-
11	-	-
12	0.69	-

**% Increase over previous year**

Step	Caf	B
1	-	#DIV/0!
2	-	#DIV/0!
3	4.90%	#DIV/0!
4	-	#DIV/0!
5	-	#DIV/0!
6	8.14%	#DIV/0!
7	-	#DIV/0!
8	-	#DIV/0!
9	-	#DIV/0!
10	-	#DIV/0!
11	-	#DIV/0!
12	3.34%	#DIV/0!

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**YEAR 3**2009-10      *Caf***3yr cumulative increase**

Step	Caf	B
1	2.14	-
2	-	-
3	-	-
4	3.84	-
5	-	-
6	-	-
7	-	-
8	-	-
9	-	-
10	-	-
11	-	-
12	2.18	-

**3yr cumulative percent**

Step	Caf	B
1	16.62%	-
2	-	-
3	-	-
4	28.55%	-
5	-	-
6	-	-
7	-	-
8	-	-
9	-	-
10	-	-
11	-	-
12	11.42%	-